

# UNOFFICIAL COPY



**RECORDATION REQUESTED BY:**

First Community Financial  
Bank  
Branch: Burr Ridge Bank and  
Trust  
7020 County Line Road  
Burr Ridge, IL 60527

Doc#: 1328839040 Fee: \$42.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/15/2013 09:40 AM Pg: 1 of 3

**WHEN RECORDED MAIL TO:**

First Community Financial  
Bank  
7020 County Line Road  
Burr Ridge, IL 60527

**SEND TAX NOTICES TO:**

Kathleen M McKenzie  
Stephen J McKenzie  
725 W 31st Street  
Chicago, IL 60616

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Bridget Laushot, AVP  
First Community Financial Bank  
7020 County Line Road  
Burr Ridge, IL 60527

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 20, 2013, is made and executed between Stephen J McKenzie and Kathleen J McKenzie, also known as Kathleen M McKenzie, his wife, as joint tenants (referred to below as "Grantor") and First Community Financial Bank, whose address is 7020 County Line Road, Burr Ridge, IL 60527 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 23, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded on May 8, 2009 as Document No. 0912857205 in the Recorder's Office of Cook County, Illinois.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 35 IN JOHN D. SCULLY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MAP OF WHICH SUBDIVISION WAS RECORDED JUNE 4, 1866 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS IN BOOK 22 OF PLATS, PAGE 45, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 532 W 45th Street, Chicago, IL 60609. The Real Property tax identification number is 20-04-316-034-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated September 20, 2013 in the original principal amount of \$2,288,495.68 to Lender

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**UNOFFICIAL COPY****MODIFICATION OF MORTGAGE****(Continued)**

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bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) the word Lender means First Community Financial Bank, its successors and assigns; (3) the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption; and (4) to include the following language:

**Waiver of Right of Redemption.** Notwithstanding any of the provisions to the contrary contained in this Mortgage, Grantor hereby waives, to the extent permitted under 735 ILCS 5/15-1601 (b) or any similar law existing after the date of this Mortgage, any and all rights of redemption on Grantor's behalf and on behalf of any other persons permitted to redeem the property.

All other terms and conditions remain the same.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 20, 2013.**

GRANTOR:

x Kathleen M. McKenzie  
Kathleen M McKenzie

x Stephen J. McKenzie  
Stephen J McKenzie

LENDER:

FIRST COMMUNITY FINANCIAL BANK

x [Signature]  
Authorized Officer

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## MODIFICATION OF MORTGAGE

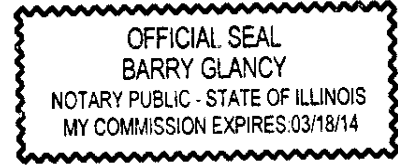
(Continued)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF WILL )



On this day before me, the undersigned Notary Public, personally appeared **Kathleen M McKenzie and Stephen J McKenzie**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20<sup>th</sup> day of September, 2013.

By [Signature] Residing at 22464 HUGHES ST  
Frankfort IL 60423

Notary Public in and for the State of ILLINOIS

My commission expires 3/18/14

### LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

COUNTY OF DU PAGE )



On this 20<sup>th</sup> day of September, 2013 before me, the undersigned Notary Public, personally appeared BARRY GLANCY and known to me to be the VICE PRESIDENT, authorized agent for **First Community Financial Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Community Financial Bank**, duly authorized by **First Community Financial Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **First Community Financial Bank**.

By [Signature] Residing at 7070 S. COUNTY LINE RD  
BUCK RIDGE IL 60527

Notary Public in and for the State of ILLINOIS

My commission expires 2/9/2016